

**CHILD AND ADULT CARE FOOD PROGRAM
(CACFP)**

Cover Sheet

For

Invitation For Bid and Contract

for

Child and Adult Care Food Program Sponsors

**Connecticut State Department of Education
Revised 05/06**

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Section A**INVITATION FOR BID AND CONTRACT
CHILD AND ADULT CARE FOOD PROGRAM****Issued By (Institution):**

Name _____ Bid Number _____ Page 1 of _____
Address _____ Bid Issue Date _____ **Bid Opening:**
_____ Date _____
City, State, Zip _____ Time _____
Telephone Number _____ Location _____

Contract Commencement Date _____ Total Estimated Amount of Bid \$ _____
(To be inserted by the bidder)
Contract Expiration Date _____
Prompt Payment Discount _____
_____ % For Payment Within _____ Days
(To be inserted by the bidder) **Unit Price** per Meal Type:
Breakfast Lunch Snack(s) Supper
\$ _____ \$ _____ \$ _____ \$ _____
(To be inserted by the bidder - from Section E)

Name of Bidder _____
Street Address _____ *Signature of Bidder (in ink)*
City, State, Zip _____ Print or Type Name of Bidder
Telephone Number _____
Date _____ Title _____

This document contains an invitation to bid for the furnishing of meals (unitized if applicable) to be served to children participating in the Child and Adult Care Food Program established by the United States Department of Agriculture (7 CFR Part 226), and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and the Institution named above.

ACCEPTANCE

Contract Number _____ Institution Name _____
Date _____ *Institution Signature*
Title _____

NOTE: By submission of this bid, the bidder certifies that, in the event he receives an award under this solicitation, he shall operate in accordance with all applicable, current Program regulations.

Section B

**Certificate of Independent
Price Determination**

- (a) By submission of this bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organizations, that in connection with this procurement:
 - (1) The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (a)(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor; and
 - (a)(3) No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.
- (b) Each person signing this bid certifies that:
 - (b)(1) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, will not participate, in any action contrary to (a)(1) through (a)(3) above; or
 - (b)(2)(1) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify:
 - (b)(2)(1) and he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

***Signature** of food service management company's authorized representative*

Title _____ Date _____

In accepting this bid, the institution certifies that the institution's officers, employees or agents have not taken any action which may have jeopardized the independence of the bid referred to above.

***Signature** of Authorized Institution Representative*

(Accepting a bid does not constitute acceptance of the contract)

Note: Institution and Bidder shall execute this Certificate of Independent Price Determination.

Section C - Instructions to Bidders

1. Definitions

As used herein:

- a) The term “bid” means an offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- b) The term “bidder” means a food service management company submitting a bid in response to this Invitation for Bid.
- c) The term “contractor” means a successful bidder who is awarded a contract by an Institution under the Child and Adult Care Food Program under the U. S. Department of Agriculture.
- d) The term “food service management company” means an organization, other than a public or private nonprofit school, with which an institution may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk, for use in the program.
- e) The term “Invitation for Bid”, hereafter referred to as IFB, means the document soliciting bids through the formal advertising method of procurement. In the case of this program, the IFB becomes the contract upon acceptance by the Institution.
- f) The term “Institution” means the Child and Adult Care Food Program institution which issues this IFB.
- g) The term “unitized meal” means an individual preportioned meal consisting of a combination of foods meeting the complete meal requirements, delivered as a unit and served as a unit, with or without milk.

Other terms shall have the meanings ascribed to them in the Child and Adult Care Food Program regulations.

2. Submission of Bids

- a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this IFB. Failure to do so shall be at the bidder’s risk.
- b) Bids shall be executed and submitted in triplicate. If accepted, this IFB will become the contract and one copy of the contract will be forwarded to the successful bidder with the notice of award. The copy marked “original” shall be governing should there be a variance between that copy of the bid and other copies submitted by the bidder. No change in the specifications or general conditions are allowed. Erasures on this bid shall be initialed by the bidder prior to submission.
- c) A copy of a current State or local health certificate for the food preparation facilities shall be submitted with the bid.
- d) A copy of the certificate from the food service employee who passed one of the national food protection exams as approved by the State of Connecticut Department of Public Health. The Department of Public Health requires that at least one person in a supervisory capacity at each eligible site has passed a Department of Public Health approved national exam.

Failure to comply with any of the above shall be reason for rejection of the bid.

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the IFB specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an IFB shall be furnished to all prospective bidders as an amendment to the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.

4. Acknowledgment of Amendments to IFBs

Receipt of an amendment to an IFB by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

5. Discounts

Although a blank is provided for a time discount, prompt payment discounts offered for payment in less than twenty calendar days will not be considered in evaluating bids for award. However, offered discounts of less than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of bids. (NOTE: Payment discounts may only be used to determine the low bid when prior experience of the institution indicates that such discounts are generally taken).

6. Bidders Having Interest in More than One Bid

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

7. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the IFB of the Institution no later than the exact time and date indicated on the face of this IFB. Bids received prior to the time of opening will be securely kept, unopened.

8. Error in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so shall be at the bidder's own risk and he cannot secure relief on the plea of error.

9. Award of Contract

- a) The contract will be awarded to that responsive and responsible bidder whose bid will be most advantageous to the Institution, price and other factors considered. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.
- b) The Institution reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the Program and to waive informalities and minor irregularities in bids received.
- c) The Institution reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract.

10. Late Bids, Modifications of Bids or Withdrawals of Bids

- a) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an IFB requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier).

- b) Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail is the U. S. Postal Service postmark on the wrapper or on the original receipt from the Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means, a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U. S. Postal Service.)
- d) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the Institution will be considered at any time it is received and may be accepted.

Section D - Scope of Services

- A. Contractor agrees to deliver meals (unitized if applicable) * _____ of milk to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
- B. All meals furnished must meet or exceed U. S. Department of Agriculture requirements set out in Schedule C, attached hereto and made a part hereof.
- C. Contractor shall furnish meals as ordered by the Institution during the period of
 ** _____ to ** _____. Meals shall be
 served *** _____ days a week.

* Insert "**inclusive**" or "**exclusive**" as applicable.

** Institution shall insert contract **commencement date** and **expiration date**.

*** Institution shall insert appropriate **number of serving days**.

Section E - Unit Price Schedule and Instructions

- 1. Bidders are asked to submit prices on the UNIT PRICE SCHEDULE on the following meal types meeting the contract specifications set forth in Schedule C for meals to be delivered to all of the centers stated in Schedule A.

For example:

A	B	C	D	E
Meal Type	Estimated Servings per Day	Estimated Number of Serving Days	Unit Price	Total Price
Breakfast (unitized meal)	50	200	\$.90	\$9,000
Lunch	100	200	\$1.70	\$34,000

UNIT PRICE SCHEDULE

A (Completed by Institution)	B (Completed by Institution)	C (Completed by Institution)	D (Completed by Contractor)	E (Completed by Institution)
Meal Type	Estimated Servings per Day	Estimated Number of Serving Days	Unit Price	Total Price
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

- A. **Institution** shall indicate which meal types the contractor will be providing meals for during the contract period. If unitized meals will be required, the institution must indicate so by placing “unitized meal” in parenthesis after the meal type.
- B. **Institution** shall fill in the estimated number of meals that will be served each day by meal type during the contract period.
- C. **Institution** shall fill in the number of anticipated operating days that meals will be served during the contract period.
- D. The **food service management company** shall insert the appropriate unit price for each meal type as indicated by the institution.
- E. **Institution** shall calculate total price by multiplying B x C x D.

NOTE: In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

Bidders shall submit their bids on an “all or none” basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the Institution during the term of the contract to secure all its needs from the successful contractor and such contract shall bind the contractor to perform all such work ordered by the Institution at prices specified in the contract. Award will be made to a single responsive, responsible bidder on the basis of the lowest aggregate cost to the Institution. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

Requirements Contract

- a) This is a requirements contract for the Services specified in the Schedule and for the period set forth therein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the Institution's requirements for services set forth in the Schedule do not result in orders in the amounts or quantities described as "estimated" in the Schedule, such event shall not constitute the basis for an equitable price adjustment under this contract.
 - b) The Institution shall not be required to purchase from the contractor requirements in excess of the limit on total orders under this contract, if any.
 - c) The Institution may issue orders which provide for delivery to or performance at multiple destinations.
 - d) The Institution shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the contractor for services specified in the Schedule will be dependent upon the needs and requirements of the Institution.
2. Pricing shall be on the menus described in Schedule B. All bidders must submit bids on the same menu cycle provided by the Institution. Bid price must include price of food, milk (if applicable), packaging, transportation and all other related costs (e.g., condiments, utensils, etc.).
3. Evaluation of Bidders

Each bidder will be evaluated on the following factors:
 - a) Financial capability to perform a contract of the scope required.
 - b) Adequacy of plant facilities for food preparation, with approved license certification that facilities meet all applicable State and local health, safety and sanitation standards.
 - c) Previous experience of the bidder in performing services similar in nature and scope.
 - d) Other factors such as transportation capability, sanitation, and packaging.

Bidders that do not satisfactorily meet the above criteria may be rejected as nonresponsive and not considered for award.
4. The unit prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging as required in the specifications and delivery cost to the designated sites. Unit prices shall include taxes but any charges or taxes which are required to be paid under future laws must be paid by the bidder at no additional charge to the Institution.

5. Meal Orders

The institution will order meals [] daily at a time mutually agreed upon; or [] weekly on

_____ (*insert day*) of the week preceding the week of delivery and orders will placed for the total number of days in the succeeding week. Orders will include breakdown totals for each center and each type of meal.

The Institution reserves the right to increase or decrease the number of meals ordered on a forty-eight hour notice or less if mutually agreed upon between the parties to this contract.

6. Menu-Cycle Change Procedure

Delivered meals shall be delivered on a daily basis in accordance with the menu cycle which appears in Schedule B. Deviation from this menu cycle shall be permitted only upon authorization of the Institution. Menu changes may be made only when agreed upon by both parties. When an emergency situation exists which might prevent the contractor from delivering a specified meal component, he shall notify the Institution immediately so substitutions can be agreed upon. The Institution reserves the right to suggest menu changes within the food service management company's food cost periodically throughout the contract period.

7. Noncompliance

The Institution reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications. The Institution reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The contractor shall be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The Institution or agency inspecting shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

8. Specifications

A. Packaging

1. Hot Meal Unit-Packaging suitable for maintaining meals in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400° or (204°C) or higher.
2. Cold Meal Unit or Unnecessary to Heat - Container and overlay to be plastic or paper and non-toxic.
3. Cartons - Each carton shall be labeled. Label to Include:
 - a) Processor's name and address (plant);
 - b) Item identify, meal type;
 - c) Date of production; and
 - d) Quantity of individual units per carton.
4. Meals shall be delivered with the following nonfood items: condiments, straws for milk, napkins, single service ware, etc. Institution shall insert nonfood items that are necessary for the meal to be eaten.

B. Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

C. Food Specifications

Bids are to be submitted on the menu cycle included as Schedule B and shall include, as a minimum, the portions specified by the U. S. Department of Agriculture for each meal, which are included in Schedule C to this IFB.

All meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under a U. S. Department of Agriculture approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs of deterioration on delivery.

Product Specifications: Milk and milk products are defined as "...fluid types of pasteurized flavored or unflavored whole milk or low-fat milk, or skim milk or cultured buttermilk which meet State and local standards for such milk...". Milk delivered hereunder shall conform to these specifications.

* * *

Section F - General Conditions

1. Delivery Requirements

- A. Delivery shall be made by the contractor to each center in accordance with the order from the Institution.
- B. Meals shall be daily delivered, unloaded, and placed in the designated center by the contractor's personnel at each of the locations and times listed in Schedule A.
- C. Meals delivered to outside-school-hours care centers shall be unitized unless otherwise specified.
- D. The contractor shall be responsible for delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
- E. The Institution reserves the right to add or delete centers. This shall be done by amendment of Schedule A. Deletion or addition of centers will be made not less than one week prior to the required date of service. Any change in transportation cost that occurs as a result of adding or deleting centers shall be negotiated and noted in the modification. The contractor's invoice shall show the cost as a separate item for that center.

2. Supervision and Inspection

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging in addition to the quality of products.

3. Record Keeping

- A. Delivery tickets must be prepared by the contractor at a minimum in three copies: one for the contractor, one for the center personnel and one for the Institution. Delivery tickets must be itemized to show the number of meals of each type delivered to each center. Designees of the Institution at each center or home will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the Institution only if signed by the Institution's designee at the center.
- B. The contractor shall maintain records supported by delivery tickets, purchase orders, production records for this contract or other evidence for inspection and reference to support payments and claims.
- C. The books and records of the contractor pertaining to this contract shall be available, for a period of three years from the date of submission of the final claim for reimbursement, or until the final resolution of any audits for inspection and audit by representatives of the State agency, representatives of the U. S. Department of Agriculture, the Institution and the Comptroller General of the United States at any reasonable time and place.

4. Method of Payment

The contractor shall submit its itemized invoice to the Institution bi-weekly, or monthly, as specified. Each invoice shall give a detailed breakdown of the number of meals delivered at each center during the preceding two weeks or month. Payment will be made at the unit price specified in the contract. No payment shall be made unless the required delivery receipts have been signed by the center representative of the Institution.

5. Inspection of Facility

- A. The Institution, the State agency and the U. S. Department of Agriculture reserve the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- B. The contractor's facilities shall be subject to periodic inspections by USDA, State and local health departments or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with U. S. Department of Agriculture regulations.
- C. The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality. The results of these inspections shall be submitted to the Institution and to the State agency.

6. Insurance

The Institution should insert insurance requirements for the contractor. (Note: Contracts generally identify three liabilities, i.e., comprehensive general liability, workman's compensation and vehicle insurance.)

Institution should insert insurance requirements for the contractor in the space below.

7. Availability of Funds

The Institution shall have the option to cancel this contract if the Federal Government withdraws funds to support the Child and Adult Care Food Program. It is further understood that, in the event of cancellation of the contract, the Institution shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

8. Number of Meals and Delivery Times

The contractor must provide exactly the number of meals ordered. Counts of meals will be made at all centers before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

9. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the Institution by telephone or telegram of the following: a) the impossibility of on-time delivery; b) the circumstance(s) precluding delivery; and, c) a statement of whether succeeding deliveries will be affected.

No payments will be made for deliveries made later than * _____ hours after specified meal time.

** The Institution shall set time so that it does not pay for meals it cannot serve to children and claim for reimbursement under the CACFP.*

Emergency circumstances at the center precluding utilization of meals are the concern of the Institution. The Institution may cancel orders provided it gives the contractor at least 48 hours notice.

Adjustments for emergency situations affecting the contractor's ability to deliver meals, or Institution's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and the Institution.

10. Termination

- a) The Institution reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The Institution shall notify the contractor of specific instances of noncompliance, in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Institution shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damages incurred by the Institution. The Institution shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- b) The Institution shall, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the Institution that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to any officer or employee of the Institution with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Institution makes such findings shall be in issue and may be reviewed in any competent court.
- c) In the event this contract is terminated as provided in paragraph (b) hereof, the Institution shall be entitled: (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor; and (ii) as a penalty, in addition to any other damages in any amount which shall not be less than three, nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- d) The rights and remedies of the Institutions provided in this clause, shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

11. Subcontracts and Assignments

The contractor shall not subcontract for the total meal, with or without milk, or for the assembly of the meal; and shall not assign, without the advance written consent of the Institution, this contract or any interest therein.

In the event of any assignment, the contractor shall remain liable to the Institution as principal for the performance of all his obligations under this contract.

Section G - General Provisions

Equal Opportunity

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor [41 CFR ch. 60].)

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- b) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with Procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The contractor will include the provisions of paragraphs a) through g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Clean Air and Water

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [41 USC 1857c-8(c)(1) or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.)

a) The contractor agrees as follows:

- i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended [41 USC 1857, et seq., as amended by Public Law 91-604] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq., as amended by Public Law 92-500], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
- ii) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).

b) The terms used in this clause have the following meanings:

- i) The term “Air Act” means the Clean Air Act, as amended [41 USC 1857 et seq., as amended by Public Law 91-604].
- ii) The term “Water Act” means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq., as amended by Public Law 92-500].
- iii) The term “Clean Air Standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(c)] or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(d)], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 1857c-7(d)].
- iv) The term “Clean Water Standards” means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act [33 USC 1342] or by local government to ensure compliance with pretreatment regulations, as required by Section 307 of the Water Act [33 USC 1317].
- v) The term “compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- vi) The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification

(Applicable if bid or offer exceeds \$100,000 or the Contracting Officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act [42 USC 1857c-8(c)(1)] or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or is not otherwise exempt.)

The bidder certifies as follows:

- a) Any facility to be utilized in the performance of this proposed contract has [], has not [] been listed on the Environmental Protection Agency List of Violating Facilities.
- b) He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
- c) He will include substantially this certification, including this paragraph c) in every nonexempt subcontract.

Energy Policy and Conversation Act (P. L. 94-163)

The contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued to comply with the Energy Policy and conservation Act (P. L. 94-163.)

U. S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register, pages 4722-4733. Copies of regulations may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-10-48 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-10-48 (1/92)

SCHEDULE A

CENTERS WHERE PROGRAM WILL OPERATE

Name of Center	Address of Center and Telephone Number	Authorized Designee	Type of Meal	Quantity of Meals	Delivery Time for Each Meal	Beginning and End Date of Program at Center

SCHEDULE B

Child and Adult Care Food Program

MENU CYCLE

Institution shall attach a menu cycle for each center (eleven day minimum).

Schedule C

Child and Adult Care Food Program (CACFP) • Meal Pattern for Children¹

CACFP Meal Pattern	Ages 1 and 2	Ages 3 through 5	Ages 6 through 12
Breakfast			
Milk, fluid	½ cup ²	¾ cup	1 cup
<i>Vegetables and Fruits</i> Vegetable(s) and/or fruit(s) or Full-strength fruit or vegetable juice or An equivalent quantity of any combination of the above.	¼ cup	½ cup	½ cup
Grains/Breads³ Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal ⁴ or Cooked cereal or Cooked pasta or noodle products or Cooked cereal grains or An equivalent quantity of any combination of the above grains/breads.	½ slice ½ serving ¼ cup or ⅓ oz. ¼ cup ¼ cup ¼ cup	½ slice ½ serving ⅓ cup or ½ oz. ¼ cup ¼ cup ¼ cup	1 slice 1 serving ¾ cup or 1 oz. ½ cup ½ cup ½ cup
Snack (Supplement)			
Serve any 2 of the following 4 components: (Must be 2 DIFFERENT components)			
<i>Milk, fluid</i>	½ cup ²	½ cup	1 cup
<i>Vegetables and Fruits</i> Vegetable(s) and/or fruit(s) or Full-strength fruit or vegetable juice ⁵ or An equivalent quantity of any combination of the above	½ cup	½ cup	¾ cup
Grains/Breads³ Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal ⁴ or Cooked cereal or Cooked pasta or noodle products or Cooked cereal grains or An equivalent quantity of any combination of the above grains/breads.	½ slice ½ serving ¼ cup or ⅓ oz. ¼ cup ¼ cup ¼ cup	½ slice ½ serving ⅓ cup or ½ oz. ¼ cup ¼ cup ¼ cup	1 slice 1 serving ¾ cup or 1 oz. ½ cup ½ cup ½ cup
Snack (Supplement) cont.			

Meat and Meat Alternates			
Lean meat or poultry or fish ⁶ or	½ oz.	½ oz.	1 oz.
Alternate protein products ⁷	½ oz.	½ oz.	1 oz.
Cheese or	½ oz.	½ oz.	1 oz.
Eggs or	½ large egg	½ large egg	½ large egg
Cooked dry beans or peas or	⅛ cup	⅛ cup	¼ cup
Peanut butter or soynut butter or other nut or seed butters or	1 Tbsp.	1 Tbsp.	2 Tbsp.
Peanuts or soynuts or tree nuts or seeds ⁸ or	½ oz.	½ oz.	1 oz.
Yogurt ⁹ , plain or flavored, unsweetened or sweetened or	2 oz. or ¼ cup	2 oz. or ¼ cup	4 oz. or ½ cup
An equivalent quantity of any combination of the above meat and meat alternates.			

Child and Adult Care Food Program (CACFP) • Meal Pattern for Children¹

CACFP Meal Pattern	Ages 1 and 2	Ages 3 through 5	Ages 6 through 12
<i>Lunch or Supper</i>			
Milk, fluid	½ cup ²	¾ cup	1 cup
Vegetables and Fruits¹⁰ Vegetable(s) and/or fruit(s)	¼ cup total	½ cup total	¾ cup total
Grains/Breads³ Bread or Cornbread, biscuits, rolls, muffins, etc. or Cooked pasta or noodle products or Cooked cereal grains or An equivalent quantity of any combination of the above grains/breads.	½ slice ½ serving ¼ cup ¼ cup	½ slice ½ serving ¼ cup ¼ cup	1 slice 1 serving ½ cup ½ cup
Meat and Meat Alternates Lean meat or poultry or fish ⁶ or Alternate protein products ⁷ Cheese or Eggs or Cooked dry beans or peas or Peanut butter or soynut butter or other nut or seed butters or Peanuts or soynuts or tree nuts or seeds ^{8,11} or Yogurt ⁹ , plain or flavored, unsweetened or sweetened or An equivalent quantity of any combination of the above meat and meat alternates.	1 oz. 1 oz. 1 oz. ½ large egg ¼ cup 2 Tbsp. ½ oz. ¹¹ = 50% 4 oz. or ½ cup	1½ oz. 1½ oz. 1½ oz. ¾ large egg ⅜ cup 3 Tbsp. ¾ oz. ¹¹ = 50% 6 oz. or ¾ cup	2 oz. 2 oz. 2 oz. 1 large egg ½ cup 4 Tbsp. 1 oz. ¹¹ = 50% 8 oz. or 1 cup

- ¹ The meal pattern chart shows the minimum amounts of each component that must be made available to each child by the center or day care home in order to claim reimbursement for the meal. Children may be served larger portions but not less than the minimum quantities specified.
- ² For the purposes of the requirements, a cup means a standard measuring cup.
- ³ Bread, pasta or noodle products, and cereal grains must be whole-grain or enriched; cornbread, biscuits, rolls, muffins, etc., must be made with whole-grain or enriched meal or flour; cereal must be whole-grain or enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour. All products must meet the minimum serving sizes specified in *Exhibit A: Serving Sizes for Grains/Breads in the CACFP*.
- ⁴ Either volume (cup) or weight (ounce), whichever is less.
- ⁵ Juice may not be served when milk is the only other snack component.
- ⁶ Edible portion as served.
- ⁷ Alternate Protein Products must (1) be processed so that some portion of the non-protein constituents of the food is removed, (2) have a biological protein quality of at least 80 percent that of casein as determined by PDCAAS, and (3) contain at least 18 percent protein by weight when fully hydrated or formulated.
- ⁸ Tree nuts and seeds that may be used as meat alternates include: almonds, Brazil nuts, cashews, filberts, macadamia, peanuts, pecans, walnuts, pine nuts, pistachios and soynuts. Children under 5 are at the highest risk of choking. USDA recommends that any nuts and/or seeds served to young children are in a prepared food and are ground or finely chopped.
- ⁹ It is recommended that yogurt is not served when milk is the only other snack component.
- ¹⁰ Serve two or more kinds of vegetable(s) and/or fruit(s). Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
- ¹¹ At lunch or supper, no more than 50% of the requirement shall be met with nuts or seeds. Nuts or seeds must be combined with another meat/meat alternate to fulfill the requirement. For the purpose of determining combinations, 1 ounce of nuts or seeds is equal to 1 ounce of cooked lean meat, poultry or fish.